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Attorneys for Plaintiff  
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

ADRIANA AGUILAR,

Defendant.

No. CR 15-707-R

PLEA AGREEMENT FOR DEFENDANT  
ADRIANA AGUILAR

1. This constitutes the plea agreement between Adriana Aguilar ("defendant") and the United States Attorney's Office for the Central District of California (the "USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. At the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to count five of the

1 indictment in United States v. Adriana Aguilar, CR No. 15-707-R,  
2 which charges defendant with possession of methamphetamine with  
3 intent to distribute in violation of 21 U.S.C. §§ 841(a)(1),  
4 (b)(1)(C).

5 b. Not contest facts agreed to in this agreement.

6 c. Abide by all agreements regarding sentencing contained  
7 in this agreement.

8 d. Appear for all court appearances, surrender as ordered  
9 for service of sentence, obey all conditions of any bond, and obey  
10 any other ongoing court order in this matter.

11 e. Not commit any crime; however, offenses that would be  
12 excluded for sentencing purposes under United States Sentencing  
13 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
14 within the scope of this agreement.

15 f. Be truthful at all times with Pretrial Services, the  
16 United States Probation Office, and the Court.

17 g. Pay the applicable special assessment at or before the  
18 time of sentencing unless defendant lacks the ability to pay and  
19 prior to sentencing submits a completed financial statement on a form  
20 to be provided by the USAO.

21 h. Not move to withdraw defendant's guilty plea in this  
22 case.

23 THE USAO'S OBLIGATIONS

24 3. The USAO agrees to:

25 a. Not contest facts agreed to in this agreement.

26 b. Abide by all agreements regarding sentencing contained  
27 in this agreement.

1           c. At the time of sentencing, move to dismiss the  
2 remaining counts of the indictment as against defendant. Defendant  
3 agrees, however, that at the time of sentencing the Court may  
4 consider any dismissed charges in determining the applicable  
5 Sentencing Guidelines range, the propriety and extent of any  
6 departure from that range, and the sentence to be imposed.

7           d. At the time of sentencing, provided that defendant  
8 demonstrates an acceptance of responsibility for the offense up to  
9 and including the time of sentencing, recommend a two-level reduction  
10 in the applicable Sentencing Guidelines offense level, pursuant to  
11 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
12 additional one-level reduction if available under that section.

13           e. Recommend that defendant be sentenced to a term of  
14 imprisonment no higher than the low end of the applicable Sentencing  
15 Guidelines range, provided that the offense level used by the Court  
16 to determine that range is 21 or higher. For purposes of this  
17 agreement, the low end of the Sentencing Guidelines range is that  
18 defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A.

19                   POSSIBLE PARTICIPATION IN CASA PROGRAM

20           4. Defendant has requested consideration for  
21 participation in the Court's Conviction And Sentence Alternatives  
22 ("CASA") program.

23           5. Defendant understands that defendant will be reviewed  
24 by the CASA program team, including the judicial officer overseeing  
25 the CASA program, for a determination whether defendant would be  
26 accepted for participation in the CASA program, and there is no  
27 certainty that defendant would be accepted for participation in the  
28 CASA program.

1           6. With these understandings in mind, defendant and the  
2 USAO agree as follows:

3           a. after entry of defendant's guilty plea, defendant  
4 and the USAO will request that preparation of a presentence report be  
5 delayed, that a sentencing date not be set, and that instead a status  
6 conference be scheduled for a date approximately 30 days after entry  
7 of defendant's guilty plea;

8           b. if the CASA program team determines that  
9 defendant should be accepted for participation in the CASA program,  
10 defendant and the USAO will attempt to arrive at an amendment to this  
11 plea agreement acceptable to both defendant and the USAO to enable  
12 defendant's participation in the CASA program, leaving all other  
13 terms of the instant plea agreement in effect;

14           c. if defendant and the USAO arrive at an amendment  
15 acceptable to both, they will jointly request the court to refer  
16 defendant to the CASA program for the CASA program judicial officer  
17 to retake defendant's guilty plea pursuant to the amended plea  
18 agreement and as a result begin defendant's participation in the CASA  
19 program;

20           d. if either (i) the CASA program team determines  
21 that defendant should not be accepted for participation in the CASA  
22 program or (ii) the CASA program team determines that defendant  
23 should be accepted for participation in the CASA program but  
24 defendant and the USAO are not able to arrive at a mutually  
25 acceptable amendment to the plea agreement to enable defendant's  
26 participation in the CASA program, then the court shall be so advised  
27 at or prior to the status conference referenced in subparagraph (a)  
28 above, defendant's guilty plea pursuant to this agreement shall

1 remain in place, and the court shall set a date for defendant's  
2 sentencing and refer defendant for preparation of a presentence  
3 report.

4 NATURE OF THE OFFENSE

5 7. Defendant understands that for defendant to be guilty of  
6 the crime charged in count five, that is, distribution of  
7 methamphetamine, in violation of Title 21, United States Code,  
8 Sections 841(a)(1), (b)(1)(C), the following must be true:  
9 (1) defendant knowingly possessed a controlled substance; and (2) the  
10 defendant possessed the controlled substance with the intent to  
11 distribute it to another person.

12 PENALTIES

13 8. Defendant understands that the statutory maximum  
14 sentence that the Court can impose for a violation of Title 21,  
15 United States Code, Section 841(a)(1), (b)(1)(C) is: (1) twenty years  
16 imprisonment; (2) a three-year period of supervised release; (3) a  
17 fine of \$1,000,000 or twice the gross gain or gross loss resulting  
18 from the offense, whichever is greatest; and (4) a mandatory special  
19 assessment of \$100.

20 9. Defendant understands that the statutory mandatory  
21 minimum sentence that the Court must impose for a violation of Title  
22 21, United States Code, Section 841(a)(1), (b)(1)(C) is: a three-year  
23 period of supervised release, and a mandatory special assessment of  
24 \$100.

25 10. Defendant understands that supervised release is a period  
26 of time following imprisonment during which defendant will be subject  
27 to various restrictions and requirements. Defendant understands that  
28 if defendant violates one or more of the conditions of any supervised

1 release imposed, defendant may be returned to prison for all or part  
2 of the term of supervised release authorized by statute for the  
3 offense that resulted in the term of supervised release, which could  
4 result in defendant serving a total term of imprisonment greater than  
5 the statutory maximum stated above.

6 11. Defendant understands that under 21 U.S.C. § 862a,  
7 defendant will not be eligible for assistance under state programs  
8 funded under the Social Security Act or Federal Food Stamp Act or for  
9 federal food stamp program benefits, and that any such benefits or  
10 assistance received by defendant's family members will be reduced to  
11 reflect defendant's ineligibility.

12 12. Defendant understands that, by pleading guilty, defendant  
13 may be giving up valuable government benefits and valuable civic  
14 rights, such as the right to vote, the right to possess a firearm,  
15 the right to hold office, and the right to serve on a jury.  
16 Defendant understands that once the court accepts defendant's guilty  
17 plea, it will be a federal felony for defendant to possess a firearm  
18 or ammunition. Defendant understands that the conviction in this  
19 case may also subject defendant to various other collateral  
20 consequences, including but not limited to revocation of probation,  
21 parole, or supervised release in another case and suspension or  
22 revocation of a professional license. Defendant understands that  
23 unanticipated collateral consequences will not serve as grounds to  
24 withdraw defendant's guilty plea.

25 13. Defendant understands that, if defendant is not a United  
26 States citizen, the felony conviction in this case may subject  
27 defendant to: removal, also known as deportation, which may, under  
28 some circumstances, be mandatory; denial of citizenship; and denial

1 of admission to the United States in the future. The court cannot,  
2 and defendant's attorney also may not be able to, advise defendant  
3 fully regarding the immigration consequences of the felony conviction  
4 in this case. Defendant understands that unexpected immigration  
5 consequences will not serve as grounds to withdraw defendant's guilty  
6 plea.

7 FACTUAL BASIS

8 14. Defendant admits that defendant is, in fact, guilty of the  
9 offense to which defendant is agreeing to plead guilty. Defendant  
10 and the USAO agree to the statement of facts provided below and agree  
11 that this statement of facts is sufficient to support a plea of  
12 guilty to the charge described in this agreement and to establish the  
13 Sentencing Guidelines factors set forth in paragraph 16 below but is  
14 not meant to be a complete recitation of all facts relevant to the  
15 underlying criminal conduct or all facts known to either party that  
16 relate to that conduct.

17 On or about January 10, 2014, within the Central District of  
18 California, in Los Angeles County, defendant knowingly and  
19 intentionally possessed with intent to distribute methamphetamine, a  
20 Schedule II controlled substance.

21 SENTENCING FACTORS

22 15. Defendant understands that in determining defendant's  
23 sentence the Court is required to calculate the applicable Sentencing  
24 Guidelines range and to consider that range, possible departures  
25 under the Sentencing Guidelines, and the other sentencing factors set  
26 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
27 Sentencing Guidelines are advisory only, that defendant cannot have  
28 any expectation of receiving a sentence within the calculated

1 Sentencing Guidelines range, and that after considering the  
2 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
3 be free to exercise its discretion to impose any sentence it finds  
4 appropriate between the mandatory minimum and up to the maximum set  
5 by statute for the crimes of conviction.

6 16. Defendant and the USAO agree to the following applicable  
7 Sentencing Guidelines factors:

8 Base Offense Level: [30] [U.S.S.G. § 2D1.1(c)(6)]

9 Mitigating Role [-4] [U.S.S.G. § 3B1.1]

10 Defendant and the USAO reserve the right to argue that additional  
11 specific offense characteristics, adjustments, and departures under  
12 the Sentencing Guidelines are appropriate.

13 17. Defendant understands that there is no agreement as to  
14 defendant's criminal history or criminal history category.

15 18. Defendant and the USAO reserve the right to argue for a  
16 sentence outside the sentencing range established by the Sentencing  
17 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
18 (a)(2), (a)(3), (a)(6), and (a)(7).

19 WAIVER OF CONSTITUTIONAL RIGHTS

20 19. Defendant understands that by pleading guilty, defendant  
21 gives up the following rights:

- 22 a. The right to persist in a plea of not guilty.  
23 b. The right to a speedy and public trial by jury.  
24 c. The right to be represented by counsel -- and if  
25 necessary have the court appoint counsel -- at trial. Defendant  
26 understands, however, that, defendant retains the right to be  
27 represented by counsel -- and if necessary have the court appoint  
28 counsel -- at every other stage of the proceeding.



1           d.    The right to be presumed innocent and to have the  
2 burden of proof placed on the government to prove defendant guilty  
3 beyond a reasonable doubt.

4           e.    The right to confront and cross-examine witnesses  
5 against defendant.

6           f.    The right to testify and to present evidence in  
7 opposition to the charges, including the right to compel the  
8 attendance of witnesses to testify.

9           g.    The right not to be compelled to testify, and, if  
10 defendant chose not to testify or present evidence, to have that  
11 choice not be used against defendant.

12           h.    Any and all rights to pursue any affirmative defenses,  
13 Fourth Amendment or Fifth Amendment claims, and other pretrial  
14 motions that have been filed or could be filed.

15                   WAIVER OF APPEAL OF CONVICTION

16           20. Defendant understands that, with the exception of an appeal  
17 based on a claim that defendant's guilty plea was involuntary, by  
18 pleading guilty defendant is waiving and giving up any right to  
19 appeal defendant's conviction on the offense to which defendant is  
20 pleading guilty.

21                   LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

22           21. Defendant agrees that, provided the Court imposes a total  
23 term of imprisonment on all counts of conviction of no more than 87  
24 months, defendant gives up the right to appeal all of the following:  
25 (a) the procedures and calculations used to determine and impose any  
26 portion of the sentence; (b) the term of imprisonment imposed by the  
27 Court; (c) the fine imposed by the court, provided it is within the  
28 statutory maximum; (d) the term of probation or supervised release

1 imposed by the Court, provided it is within the statutory maximum;  
2 and (f) any of the following conditions of probation or supervised  
3 release imposed by the Court: the conditions set forth in General  
4 Orders 318, 01-05, and/or 05-02 of this Court; the drug testing  
5 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the  
6 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7);  
7 and any conditions of probation or supervised release agreed to by  
8 defendant in paragraph 2 above.

9       22. The USAO agrees that, provided (a) all portions of the  
10 sentence are at or above the statutory minimum and at or below the  
11 statutory maximum specified above and (b) the Court imposes a term of  
12 imprisonment of no less than 46 months, the USAO gives up its right  
13 to appeal any portion of the sentence.

14                   WAIVER OF APPEAL AND COLLATERAL ATTACK

15       23. Defendant gives up the right to appeal all of the  
16 following: (a) the procedures and calculations used to determine and  
17 impose any portion of the sentence; (b) the term of imprisonment  
18 imposed by the Court, provided it is within the statutory maximum;  
19 (c) the fine imposed by the court, provided it is within the  
20 statutory maximum; (d) the term of probation or supervised release  
21 imposed by the Court, provided it is within the statutory maximum;  
22 and (f) any of the following conditions of probation or supervised  
23 release imposed by the Court: the conditions set forth in General  
24 Orders 318, 01-05, and/or 05-02 of this Court; the drug testing  
25 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the  
26 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

27       24. Defendant also gives up any right to bring a post-  
28 conviction collateral attack on the conviction or sentence, except a

1 post-conviction collateral attack based on a claim of ineffective  
2 assistance of counsel, a claim of newly discovered evidence, or an  
3 explicitly retroactive change in the applicable Sentencing  
4 Guidelines, sentencing statutes, or statutes of conviction.

5 25. This agreement does not affect in any way the right of the  
6 USAO to appeal the sentence imposed by the Court.

7 RESULT OF WITHDRAWAL OF GUILTY PLEA

8 26. Defendant agrees that if, after entering a guilty plea  
9 pursuant to this agreement, defendant seeks to withdraw and succeeds  
10 in withdrawing defendant's guilty plea on any basis other than a  
11 claim and finding that entry into this plea agreement was  
12 involuntary, then (a) the USAO will be relieved of all of its  
13 obligations under this agreement; and (b) should the USAO choose to  
14 pursue any charge or any allegation of a prior conviction for a  
15 felony drug offense that was either dismissed or not filed as a  
16 result of this agreement, then (i) any applicable statute of  
17 limitations will be tolled between the date of defendant's signing of  
18 this agreement and the filing commencing any such action; and  
19 (ii) defendant waives and gives up all defenses based on the statute  
20 of limitations, any claim of pre-indictment delay, or any speedy  
21 trial claim with respect to any such action, except to the extent  
22 that such defenses existed as of the date of defendant's signing this  
23 agreement.

24 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

25 27. Defendant agrees that if the count of conviction is  
26 vacated, reversed, or set aside, both the USAO and defendant will be  
27 released from all their obligations under this agreement  
28

1 EFFECTIVE DATE OF AGREEMENT

2 28. This agreement is effective upon signature and execution of  
3 all required certifications by defendant, defendant's counsel, and an  
4 Assistant United States Attorney.

5 BREACH OF AGREEMENT

6 29. Defendant agrees that if defendant, at any time after the  
7 signature of this agreement and execution of all required  
8 certifications by defendant, defendant's counsel, and an Assistant  
9 United States Attorney, knowingly violates or fails to perform any of  
10 defendant's obligations under this agreement ("a breach"), the USAO  
11 may declare this agreement breached. All of defendant's obligations  
12 are material, a single breach of this agreement is sufficient for the  
13 USAO to declare a breach, and defendant shall not be deemed to have  
14 cured a breach without the express agreement of the USAO in writing.  
15 If the USAO declares this agreement breached, and the Court finds  
16 such a breach to have occurred, then: (a) if defendant has previously  
17 entered a guilty plea pursuant to this agreement, defendant will not  
18 be able to withdraw the guilty plea, and (b) the USAO will be  
19 relieved of all its obligations under this agreement.

20 30. Following the Court's finding of a knowing breach of this  
21 agreement by defendant, should the USAO choose to pursue any charge  
22 that was either dismissed or not filed as a result of this agreement,  
23 then:

24 a. Defendant agrees that any applicable statute of  
25 limitations is tolled between the date of defendant's signing of this  
26 agreement and the filing commencing any such action.

27 b. Defendant waives and gives up all defenses based on  
28 the statute of limitations, any claim of pre-indictment delay, or any

1 speedy trial claim with respect to any such action, except to the  
2 extent that such defenses existed as of the date of defendant's  
3 signing this agreement.

4 c. Defendant agrees that: (i) any statements made by  
5 defendant, under oath, at the guilty plea hearing (if such a hearing  
6 occurred prior to the breach); (ii) the agreed to factual basis  
7 statement in this agreement; and (iii) any evidence derived from such  
8 statements, shall be admissible against defendant in any such action  
9 against defendant, and defendant waives and gives up any claim under  
10 the United States Constitution, any statute, Rule 410 of the Federal  
11 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
12 Procedure, or any other federal rule, that the statements or any  
13 evidence derived from the statements should be suppressed or are  
14 inadmissible.

15 COURT AND PROBATION OFFICE NOT PARTIES

16 31. Defendant understands that the Court and the United States  
17 Probation Office are not parties to this agreement and need not  
18 accept any of the USAO's sentencing recommendations or the parties'  
19 agreements to facts or sentencing factors.

20 32. Defendant understands that both defendant and the USAO are  
21 free to: (a) supplement the facts by supplying relevant information  
22 to the United States Probation Office and the Court, (b) correct any  
23 and all factual misstatements relating to the Court's Sentencing  
24 Guidelines calculations and determination of sentence, and (c) argue  
25 on appeal and collateral review that the Court's Sentencing  
26 Guidelines calculations and the sentence it chooses to impose are not  
27 error, although each party agrees to maintain its view that the  
28 calculations above are consistent with the facts of this case. While

1 this paragraph permits both the USAO and defendant to submit full and  
2 complete factual information to the United States Probation Office  
3 and the Court, even if that factual information may be viewed as  
4 inconsistent with the facts agreed to in this agreement, this  
5 paragraph does not affect defendant's and the USAO's obligations not  
6 to contest the facts agreed to in this agreement.

7 33. Defendant understands that even if the Court ignores any  
8 sentencing recommendation, finds facts or reaches conclusions  
9 different from those agreed to, and/or imposes any sentence up to the  
10 maximum established by statute, defendant cannot, for that reason,  
11 withdraw defendant's guilty plea, and defendant will remain bound to  
12 fulfill all defendant's obligations under this agreement. Defendant  
13 understands that no one -- not the prosecutor, defendant's attorney,  
14 or the Court -- can make a binding prediction or promise regarding  
15 the sentence defendant will receive, except that it will be within  
16 the statutory maximum.

17 NO ADDITIONAL AGREEMENTS

18 34. Defendant understands that, except as set forth herein,  
19 there are no promises, understandings, or agreements between the USAO  
20 and defendant or defendant's attorney, and that no additional  
21 promise, understanding, or agreement may be entered into unless in a  
22 writing signed by all parties or on the record in court.

23  
24  
25  
26  
27  
28

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

35. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

EILEEN M. DECKER  
United States Attorney

Daffodil Tyminski /SK  
DAFFODIL TYMINSKI  
Assistant United States Attorney

06/08/16  
Date

Adrian Aguilar  
ADRIANA AGUILAR  
Defendant

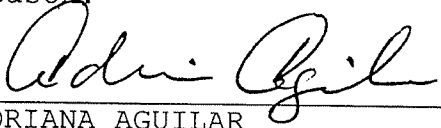
6-8-2016  
Date

Stephen Frye  
STEPHEN FRYE  
Attorney for Defendant Adriana  
Aguilar

6-8-16  
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

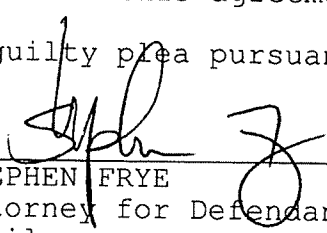
  
ADRIANA AGUILAR  
Defendant

6-8-16  
Date



CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Adriana Aguilar's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of her rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.

  
STEPHEN FRYE  
Attorney for Defendant Adriana  
Aguilar

6-8-16  
Date